

SPEAKER NICHOL: Senator Beyer.

SENATOR BEYER: Mr. Speaker and colleagues, I think if you look at the amendment and the fact that there is a possibility it could raise the taxes, it is a settlement. I have not supported any settlement with Commonwealth. I would support this \$8.5 million. But if we go with Senator Johnson's amendment and there are some good parts to it, but if we go with it we're going to be costing the state another \$12 million over the period of time, but the Commonwealth people do not get it. I think we'd be better off just to be up front with the state and the people and pay it through the \$8.5 million and be done with it. Thank you.

SPEAKER NICHOL: Mr. Clerk, you have something you say?

CLERK: Mr. President, Senator DeCamp would move to amend his amendment by deleting the last sentence of Section 2 which reads, the tort claim shall be paid in such manner as may be provided by LB 713A, and he inserts, there is hereby appropriated from the general fund during the '85-'86 fiscal year for disbursement to the receivership of Commonwealth.

SPEAKER NICHOL: Senator DeCamp.

SENATOR DECAMP: Mr. President, this is abundantly clear what I'm doing. I'm appropriating \$8.5 million right out of the general fund, just like I said, rather than \$20 million spread over the next few years. I think we've handled state government at least in this state on a "pay as you go basis." That was the whole purpose, the whole purpose of the state provision in the State Constitution about not going into debt. I claim that the going into debt by giving away your office building and then buying it back is a violation of the Constitution. Now it may be able to be done, but I think you know what it is. It's trying to leverage out and then buy your thing back and it costs in this case I think, \$20 million, close to it. I'm willing to take the money out of the general fund. I'm willing to give it to the Commonwealth depositors in the sum settled by the court. With respect to the language they criticize in there, that's what the settlement agreement reads essentially. They do deny liability. They do say the tort claim has no merit. That's what they signed and agreed to. Don't fault me. I fault you, I would guess, Senator Wesely,